

MEMO TO: City Council

FROM: Rosemarie Ives, Mayor

DATE: February 6, 2007

SUBJECT: R-TRIP OUTREACH AND PERSONALIZED COMMUTE ASSISTANCE AGREEMENT WITH KING COUNTY AND THE GREATER REDMOND TRANSPORTATION MANAGEMENT ASSOCIATION

I. RECOMMENDED ACTION

By motion authorize the Mayor to execute an Agreement with King County and the Greater Redmond Transportation Management Association to provide Outreach and Personalized Commute Assistance services for the Redmond Trip Reduction Incentive Program (R-TRIP) through December 31, 2007.

II. DEPARTMENT CONTACT PERSONS

Kim van Ekstrom, Chief Communications Officer, 425-556-2419
Erika Vandenbrande, Senior Planner, TDM Programs, 425-556-2457

III. DESCRIPTION/BACKGROUND

The City of Redmond, King County, and the Greater Redmond Transportation Management Association (GRTMA) each provide programs and services to assist employers in encouraging their employees to commute in modes other than driving alone. These services support employers in meeting their goals for the Commute Trip Reduction law and Transportation Management Programs, thereby helping to reduce energy consumption, air pollution, and traffic congestion.

R-TRIP has been very successful in forming partnerships with employers to provide effective alternatives to single occupant vehicle use. The Business Transportation Tax Incentive funds approved by Council to support these programs have been augmented by additional funding from King County. The City has previously contracted with the GRTMA to help implement the projects. This action provides for all three agencies to subscribe to a single agreement to jointly implement these programs. The City, King County and the GRTMA desire to continue to work together to implement R-TRIP to provide incentives, program support, and commuter assistance to both large and small employers in Redmond.

The GRTMA is uniquely qualified to provide the outreach and personalized commute assistance services to the R-TRIP and Performance-Based Employer Incentive Program partnerships. It is the sole non-profit organization that provides employer commute services in Redmond. The GRTMA has also demonstrated its ability to successfully provide program outreach to both employers and their employees, and personalized commute assistance to the R-TRIP program.

IV. IMPACT

- A. Service Delivery:** Approval of this agreement will increase the array and level of trip reduction programs that we offer to Redmond businesses and commuters.
- B. Fiscal:** This will result in significant cost savings to the City, with no additional cost to the City as a result of this action.

V. ALTERNATIVES TO STAFF RECOMMENDATION

- A. Do not approve the agreement:** If the agreement is not approved, outreach, personalized commute assistance and commuter support services to Redmond commuters will be disrupted.

VI. TIME CONSTRAINTS

The agreement ends effective December 31, 2007. Any delay in implementing the contract reduces the amount of time the City and participating employers would have to reduce commute trips.

VII. LIST OF ATTACHMENTS

Attachment A: R-TRIP Outreach and Personalized Commute Assistance Agreement
with King County and the Greater Redmond Transportation Management
Association Agreement
Exhibit 1: Scope of Work and Budget

/s/
Kim Van Ekstrom, Chief Communications Officer

1/4/07
Date

Approved for Council Agenda: /s/
Rosemarie Ives, Mayor

1/4/07
Date

ATTACHMENT A

Agreement Between The City of Redmond, Washington, King County, Washington and the Greater Redmond Transportation Management Association

R-TRIP and Performance-Based Employer Incentive Program Outreach and Personalized Commute Assistance

This agreement is made and entered into by and between the City of Redmond (hereinafter the "City"), King County, through its Department of Transportation (hereinafter the "County") and the Greater Redmond Transportation Management Association (hereinafter the "GRTMA"), each of which entity may be referred to hereinafter as "Party" or collectively as the "Parties".

Recitals

- A. Whereas, the City, the County and the GRTMA are partners on a variety of regional transportation projects; and
- B. Whereas, the City, the County and the GRTMA provide programs to assist employers in Redmond in encouraging their employees to commute in modes other than driving alone and thereby help reduce energy consumption, air pollution and traffic congestion, and
- C. Whereas, survey results have shown the innovative elements of the existing Redmond Trip Reduction Incentive Program (R-TRIP) have exceeded program goals and have been very effective; and
- D. Whereas, the City, the County and the GRTMA desire to expand R-TRIP into the residential sector and provide new approaches to increase mobility options for Redmond residents,

Agreement

Now therefore, in consideration of the terms, conditions and covenants contained herein, the Parties hereto agree as follows:

1. Purpose of Agreement

The purpose of this Agreement is to establish the roles and responsibilities of the City, the County, and the GRTMA as related to the provision of funding and services for the Redmond Trip Reduction Program (R-TRIP) and the Demonstration of Performance-Based Trip Reduction Incentive Program.

2. Scope of Work and Budget

The objectives, tasks, and budget of this Agreement are set forth in the Scope of Work and Budget detailed in **Attachment A** to this Agreement, which is attached hereto and incorporated herein by this reference.

3. Term of Contract

This Contract shall commence on January 1, 2007 and shall terminate on December 31, 2007, unless terminated earlier, pursuant to the terms and conditions of this Agreement. The agreement can be extended on an annual basis for up to three years, by mutual agreement of all parties.

4. Invoice and Payment Procedures

4.1 Reimbursement of Eligible Expenses

The City shall reimburse the GRTMA for up to \$61,684 (a monthly rate of \$5,140.33) in labor costs for outreach and personalized commute assistance. Invoices shall be accompanied by a breakdown of hours spent on specific project elements. In addition, the City shall reimburse the GRTMA up to \$3,000 toward the cost of mutually agreed upon signage highlighting R-TRIP contact information and services. The GRTMA shall invoice the City quarterly during the year.

4.2 City Invoicing Information

Invoices to the City shall be submitted to:

City of Redmond, R-TRIP Project Manager
Planning
MS CHPL
P.O. Box 97010
Redmond, WA 98073-9710

5. Record Retention

During the progress of the work and for a period of not less than three years from the date of final payment by the City, the City and the GRTMA shall keep available for inspection and audit the records pertaining to the Scope of Work and accounting therefore. Copies of all records, documents or other data pertaining to performance of the Scope of Work will be furnished upon request. If any litigation, claim or audit is commenced related to performance of the Scope of Work, the records along with supporting documentation shall be retained until all litigation, claims and/or audit findings have been resolved even though such litigation, claim or audit continues past the three-year retention period.

6. Audit

The Parties to this Agreement, the State Auditor, and the Inspector General and any of their representatives shall have full access to and right to examine, during normal business hours, all County, City, and GRTMA records with respect to all matters covered by this Agreement; provided, however, that nothing herein shall require the disclosure of documents or records that are privileged or otherwise exempt from discovery or public disclosure. Such representatives shall be permitted to audit,

examine, copy, and make excerpts or transcripts from such records, and other matters covered by this Agreement.

7. Agreement Modifications

Any changes made to this Agreement shall be mutually agreed upon by all Parties to this Agreement in writing. If such changes cause an increase or decrease in any assigned cost, or in the time required for the performance of any services under this Agreement, an equitable adjustment agreed to by all Parties may be made to the Agreement price or period of performance and the Agreement shall be modified in writing accordingly.

8. Termination

8.1 Termination for Convenience

Any Party may terminate its participation in this Agreement, in whole or in part, for its convenience upon providing sixty (60) calendar days' advance written notice of the termination.

8.2 Termination for Cause

Any Party may terminate its participation in this Agreement in the event that another Party fails to perform its obligations, as described in this Agreement, through no fault of another, by providing written notice not less than fifteen (15) calendar days prior to its intent to terminate.

8.3 Termination for Non-Appropriation

Any Party may terminate its participation in this Agreement at the end of each calendar year in the event that sufficient funds are not appropriated to cover performance of any Party's responsibilities under this Agreement. Such termination shall be upon thirty (30) calendar days' advance written notice of the termination.

8.4 Termination for Grant Funding

Any Party may terminate its participation in this Agreement if any of the grant funds designated for the services specified in this Agreement become unavailable. Such termination shall be upon thirty (30) calendar days' advance written notice of the termination.

8.5 Other Items

Following receipt of a Party's intent to terminate its participation in this Agreement pursuant to Sections 8.1, 8.2, 8.3, or 8.4 above, the non-terminating Parties shall meet to determine whether to continue the Agreement without the terminating Party or terminate the Agreement in its entirety.

If this Agreement is so terminated prior to fulfillment of the terms stated herein, the GRTMA shall be reimbursed by the City in accordance with Section 4 of this Agreement for 100% of all eligible direct and related indirect expenses and non-cancelable obligations incurred to the date of termination; provided, however, that any such reimbursement is strictly subject to the availability of grant funds for any such payment.

9. Waiver of Default

Waiver of any default shall not be deemed a waiver of any subsequent default. Waiver of breach of any provision of this Agreement shall not be deemed to be a waiver of any other or subsequent breach and shall not be construed to be a modification of the terms of this Agreement unless stated to be such in writing, signed by authorized parties and attached to the original Agreement.

10. Legal Relations

- A. It is understood and agreed that this Agreement is solely for the benefit of the Parties hereto and gives no right to any other Party. No joint venture or partnership is formed because of this Agreement. No employees or agents of one Party or its contractors or subcontractors shall be deemed, or represent themselves to be, employees, agents, contractors, subcontractors, or representatives of any other Party.
- B. The Parties' rights and remedies in this Agreement are in addition to any other rights and remedies provided by law.
- C. This Agreement shall be interpreted in accordance with the laws of the State of Washington in effect on the date of execution of this Agreement. The Superior Court of King County, Washington shall have exclusive jurisdiction and venue over any legal action arising under this Agreement.
- D. The provisions of this section shall survive any termination of this Agreement.

11. Assignment and Subcontracting

11.1 Assignment

No assignment or subcontracting of responsibilities, monies due, or claims arising out of this Agreement may be made by any Party without the prior written consent of the other Parties. Said consent must be sought in writing by the interested Party not less than fifteen (15) calendar days prior to the date of any proposed assignment.

11.2 Subcontracting

"Subcontract" shall mean any agreement between any Party and a sub-contractor or between sub-contractors that is based on this Agreement, provided that the term "subcontract" does not include the purchase of (1) support services not related to the subject of this matter, or (2) supplies.

12. Force Majeure

Any Party to this Agreement shall be excused from performance of any responsibilities and obligations under this Agreement, and shall not be liable for damages due to failure to perform, during the time and to the extent that it is prevented from performing by a cause directly or indirectly beyond its control, including, but not limited to: late delivery or nonperformance by vendors of materials or supplies; any incidence of fire, flood, snow, earthquake, or acts of nature; strikes or labor actions; accidents, riots, insurrection, terrorism, or acts of war; a lawful order of any court or civil authority of competent jurisdiction commandeering material, products, or facilities by the federal, state or local government; or national fuel shortage; when satisfactory evidence of such incapacitating cause is presented to the other Parties to this Agreement, and provided that such non-performance is beyond the control and is not due to the fault or

negligence of the Party not performing. In no event should this provision eliminate the need to make payment for work performed in accordance with this Agreement.

13. Indemnification

Each Party shall protect, defend, indemnify and save harmless the other Parties, their elected officials, officers, employees, and agents, from any and all costs, claims, judgments, and/or awards of damages, arising out of or in any way resulting from each Party's own negligent acts or omissions in performing work under this Agreement. Each Party agrees that it is fully responsible for the acts and omissions of its own subcontractors, and their employees and agents, acting within the scope of their employment as such, as it is for the acts and omissions of its own employees and agents. Each Party agrees that its obligations under this provision extend to any claim, demand, and/or cause of action brought by or on behalf of any of its employees or agents. The foregoing indemnity is specifically and expressly intended to constitute a waiver of each Party's immunity under Washington's Industrial Insurance Act, RCW Title 51, as respects the other Parties only, and only to the extent necessary to provide the indemnified Parties with a full and complete indemnity of claims made by the indemnitor's employees. The Parties acknowledge that these provisions were specifically negotiated and agreed upon by them.

14. Severability

If any covenant or provision in this Agreement shall be adjudged void by a court of competent jurisdiction, such adjudication shall not affect the viability, obligation, or performance of any other covenant or provision which in itself is valid if such remainder would then continue to conform to the terms and requirements of applicable law and the intent of this Agreement.

15. Mutual Negotiation and Construction

This Agreement and each of the terms and provisions hereof are deemed to have been explicitly negotiated between, and mutually drafted by, the Parties, and the language in all parts of this Agreement shall, in all cases, be construed according to its fair meaning and not strictly for or against another Party.

16. All Terms and Conditions

This Agreement represents the entire integrated agreement among and between Parties hereto, superseding all prior negotiations, representations or agreements in connection with the responsibilities specifically stated herein. This Agreement is in addition to and is not intended to modify any terms or conditions between the City of Redmond and King County of the Agreements entitled "Demonstration of Performance-Based Trip Reduction Incentive Program" approved by the City's Council December 7, 2004 and "R-TRIP Program" presented to the City of Redmond's Council for adoption on January 4, 2007. This Agreement may be amended only by written agreement by all parties to the Agreement.

17. Contact Persons

The City, the County and the GRTMA shall designate a contact person for purposes of sending inquiries and notices regarding the execution and fulfillment of this Agreement.

	City of Redmond
Contact Name	Erika Vandenbrande
Title	Senior Planner
Address	City of Redmond
	15670 N.E. 85th Street
	PO Box 97010, Redmond, WA 98073-9710
Telephone	425-556-2457
Fax	425-556-4242
E-Mail	Evandenbrande@redmond.gov
	King County
Contact Name	David Stallings
Title	Senior Transit Planner
Address	King County Metro Transit
	400 Yesler Way, M/S YES-TR-0600
	Seattle, WA 98104-2615
Telephone	206-684-1623
Fax	206-684-2058
E-Mail	david.stallings@metrokc.gov
	Greater Redmond Transportation Management Association
Contact Name	Linda Ballew
Title	Executive Director
Address	15592 NE 36 th St., Suite 100
	Redmond, WA 98052
Telephone	(425) 702-8001 ext. 206
Fax	(425) 702-9628
E-Mail	lindaballew@grtma.org

18. Execution of Agreement

This Agreement shall be executed in three counterparts, any one of which shall be regarded for all purposes as an original.

In witness whereof the Parties have caused this Agreement to be executed by duly authorized representatives as of the last date signed below:

King County

By _____

Kevin Desmond, General Manager
King County Metro Transit

Date _____

City of Redmond

By _____

Rosemarie Ives, Mayor
City of Redmond

Date _____

**Greater Redmond Transportation
Management Association**

By _____

Linda Ballew, Executive Director
Greater Redmond Transportation Management
Association

Date _____

Exhibit 1

Attachment A - Scope of Work and Budget

1. Program Objectives

The objectives of this program are to work in partnership to educate residents, employees and employers located in Redmond about alternate transportation modes and encourage use of these alternate modes through a combination of personalized assistance, promotion and incentives.

2. Partner Tasks and Responsibilities

3. Project Budget

Program Element	City	County	GRTMA	Total
Outreach, Personalized Commute Assistance and Administration	\$61,684	0	0	\$61,684
R-TRIP Signage	\$3,000			\$3,000
Program Management	In-kind	In-kind	In-kind	
Program Totals	\$64,684	\$0	\$0	\$64,684

4. Roles and Responsibilities

	GRTMA	R-TRIP Service Contract	City of Redmond staff	KC Metro
1. Project Management	Provide project management to coordinate individual partner and group efforts (part of in-kind contribution to partnership)		Provide project management to coordinate individual partner and group efforts (part of in-kind contribution to partnership)	Provide project management to coordinate individual partner and group efforts (part of in-kind contribution to partnership)
		Track hours spent on individual R-TRIP contract elements.		
2. Outreach – Contact to make aware of program				
a. CTR-affected employer GRTMA member or affiliate member	<ul style="list-style-type: none"> KC Pass Products and referrals to KCM Product Sales team 	R-TRIP incentives <ul style="list-style-type: none"> RSVP R-Rewards RPASS Employer grants 		<ul style="list-style-type: none"> Provide KCM RO program materials Provide technical assistance to GRTMA re: KCM RO services
b. CTR-affected employer non-GRTMA member and medium size employers (50+ employees)	<ul style="list-style-type: none"> KC Pass Products and referrals to KCM Product Sales team 	R-TRIP incentives <ul style="list-style-type: none"> RSVP R-Rewards RPASS Employer grants 		<ul style="list-style-type: none"> Provide KCM RO program materials Provide technical assistance to GRTMA re: KCM RO services
c. small employer (<50 employees) GRTMA member or affiliate member, or other small employer based on leads provided by City developed from business licenses	<ul style="list-style-type: none"> KC Pass Products and referrals to KCM Product Sales team 	R-TRIP incentives <ul style="list-style-type: none"> RSVP R-Rewards RPASS Employer grants 		<ul style="list-style-type: none"> Provide KCM RO program materials Provide technical assistance to GRTMA re: KCM RO services

3. Personalized commute assistance				
a. CTR-affected employer GRTMA member or affiliate member		<p>Assist commuter in understanding commute options and what needs to be done to take the bus, carpool, and vanpool</p> <ul style="list-style-type: none"> - fairs - ext. 202 line - CSR @GOtrip.com -referrals to Metro for product sales <ul style="list-style-type: none"> • Handle calls from commuters for R-TRIP services; R-Pass, RSVP, Incentives • Service retention issues for non-KCM vanpools • Creation and distribution of VP and VS rider recruiting flyers to network and KCM RO (riders wanted) 		<p>Assist in vanpool formation by expediting process and contacting potential leads to help form/fill carpools</p> <p>Follow up on VanPool and VanShare leads</p> <ul style="list-style-type: none"> • review and qualify leads from GRTMA • maintenance of personalized follow up process with potential drivers • Review RSO to identify aggregated origin potential • Using RSO data, perform mapping and cluster analysis to fulfill retention needs and form new groups • feedback to GRTMA for distribution of recruiting flyers as needed • contact with RM applicants in coordination with the GRTMA re: events, incentives • conduct special VOC as needed • provide RM and VIS data to GRTMA for approved Redmond promotional, recruiting and program

				<ul style="list-style-type: none"> development needs process verification requests for incentive eligibility, group formations and Ridematch applications on a bi-weekly basis; requests for incentive verification to be received no later than 5 working days prior to monthly report planned publication. oversight of RO formations and retention for Redmond vanpool and VanShares
b. CTR-affected employer non-GRTMA member		<p>Assist commuter in understanding commute options and what needs to be done to take the bus, carpool, and vanpool</p> <ul style="list-style-type: none"> - events - ext. 202 line - CSR @GOtrip.com - -referrals to Metro for product sales <ul style="list-style-type: none"> Handle calls from commuters for R-TRIP services; R-Pass, RSVP, Incentives Service retention issues for non-KCM vanpools Creation and distribution of VP and VS rider recruiting 		<p>Assist in vanpool formation by expediting process and contacting potential leads to help form/fill carpools</p> <p>Follow up on VanPool and VanShare leads</p> <ul style="list-style-type: none"> Review and qualify leads from GRTMA maintenance of personalized follow up process with potential drivers Review RSO to identify aggregated origin potential Using RSO data, perform mapping and cluster analysis to fulfill retention needs and form new groups

		flyers to network and KCM RO (riders wanted)		<ul style="list-style-type: none"> • Feedback to GRTMA for distribution of recruiting flyers as needed • Contact with RM applicants in coordination with the GRTMA re: events, incentives • Conduct special VOC as needed • Provide RM and VIS data to GRTMA for approved Redmond promotional, recruiting and program development needs • process verification requests for incentive eligibility, group formations and Ridematch applications on a bi-weekly basis; requests for incentive verification to be received no later than 5 working days prior to monthly report planned publication. • oversight of RO formations and retention for Redmond vanpool and VanShares
c. small employer (<50 employees) GRTMA member or affiliate member, or other small employer		Assist commuter in understanding commute options and what needs to be done to take the bus, carpool, and vanpool		Assist in vanpool formation by expediting process and contacting potential leads to help form/fill carpools

based on leads provided by City developed from business licenses		<ul style="list-style-type: none"> - fairs - ext. 202 line - CSR @GOtrip.com - referrals to Metro for product sales • Handle calls from commuters for R-TRIP services; R-Pass, RSVP, Incentives • Service retention issues for non-KCM vanpools • Creation and distribution of VP and VS rider recruiting flyers to network and KCM RO (riders wanted) 		<p>Follow up on Vanpool and VanShare leads</p> <ul style="list-style-type: none"> • review and qualify leads from GRTMA • maintenance of personalized follow up process with potential drivers • Review RSO to identify aggregated origin potential • Using RSO data, perform mapping and cluster analysis to fulfill retention needs and form new groups • feedback to GRTMA for distribution of recruiting flyers as needed • contact with RM applicants re: events, incentives • conduct special VOC as needed • provide RM and VIS data to GRTMA for approved Redmond promotional, recruiting and program development needs • process verification requests for incentive eligibility, group formations and Ridematch applications on a bi-weekly basis; requests for incentive
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				<p>verification to be received no later than 5 working days prior to monthly report planned publication.</p> <ul style="list-style-type: none"> oversight of RO formations and retention for Redmond vanpool and VanShares
d. resident		Triage ext. 202 line, refer to City	<p>Assist commuter in understanding commute options and what needs to be done to take the bus, carpool, or vanpool</p> <p>Follow up on referrals from ext. 202 line and CSR@GOrtrip.com</p>	<p>Follow up on VanPool and VanShare leads</p> <ul style="list-style-type: none"> provide RM and VIS data to GRTMA for approved Redmond promotional, recruiting and program development needs
4. Transportation Fairs and Events				
a. CTR-affected employer GRTMA member or affiliate member	GRTMA-branded events as part of membership (R-TRIP materials available and promoted but not the primary focus). Track hours spent promoting R-TRIP at GRTMA events, fairs, meetings	* R-TRIP “branded” events that are <i>in addition to</i> those provided as part of membership benefit package		<ul style="list-style-type: none"> Provide staff for key events; requests must be received no later than 7 days prior to event
b. CTR-affected employer non-GRTMA member		* R-TRIP branded events		<ul style="list-style-type: none"> Provide staff for key events; requests must be received no later than 7 days prior to event
c. small employer (<50 employees) GRTMA member or affiliate member, or other small employer		* R-TRIP branded events		

based on leads provided by City developed from business licenses				
d. resident			R-TRIP & Get in Motion • Attend GRTMA events; Bike to Work Week	
* NOTE: A goal of 30 R-TRIP events has been established. Any additional or fewer number of events is subject to explicit redistribution of resources or development of an alternative marketing plan that is mutually agreed upon to have at least equivalent results. Events include, but are not limited to zip to lunches, table events held at employer/property sites, or other methods intended to provide direct contact and access to commuters for the purpose of informing them about R-TRIP services and incentives.				
5. Administration				
a. CTR-affected employer GRTMA member		Distribute incentives and vouchers	Purchase and provide to GRTMA gift cards and vouchers	
b. CTR-affected employer non-GRTMA member		Distribute incentives and vouchers	Purchase and provide to GRTMA gift cards and vouchers	
c. small employer (<50 employees) GRTMA member or affiliate member, or other small employer based on leads provided by City developed from business licenses		Distribute incentives and vouchers	Purchase and provide to GRTMA gift cards and vouchers	
d. resident		Distribute incentives and vouchers	Purchase and provide to GRTMA gift cards and vouchers (up to 100 participants)	
6. Marketing Materials			Provide up to \$3,000 for designing and producing signage for the GRTMA offices with a mutually agreed upon design and R-TRIP logo	
a. CTR-affected employer GRTMA member		Distribute R-TRIP materials, including statewide rideshare		

		campaign materials		
b. CTR-affected employer non-GRTMA member		Distribute R-TRIP materials; including statewide rideshare materials		
c. small employer (<50 employees) GRTMA member or affiliate member, or other small employer based on leads provided by City developed from business licenses		Distribute R-TRIP materials; including statewide rideshare materials		
d. resident			Distribute R-TRIP materials	
7. Project Evaluation		Maintain (and refine as necessary) a monthly goal report, reported at a bi-weekly meeting		
a. CTR-affected employer GRTMA member	Participate in evaluations		Participate in evaluations	Participate in evaluations
b. CTR-affected employer non-GRTMA member	Participate in evaluations		Participate in evaluations	Participate in evaluations
c. small employer (<50 employees) GRTMA member or affiliate member, or other small employer based on leads provided by City developed from business licenses	Participate in evaluations		Participate in evaluations	Participate in evaluations
d. resident			Conduct evaluations	Participate in evaluations